

“electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement.”

By contrast, Conklin is directed to a system allowing various levels of online negotiations and maintaining an electronic record of the various levels of negotiations. As described in Conklin, this process is termed an interactive, multivariate system. For example, the Abstract illustrates the various applications for the invention including online contract negotiations between different commercial parties. The Conklin system would facilitate the buyer and seller negotiating various contracts and would actively record the different negotiated exchanges. (See for example that passage entitled “Non-repudiation” beginning on col. 30, line 32 through col. 31, line 25.)

Conklin, by its very nature of merely being a negotiation tracking system does not identically disclose “receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller’s obligations as defined by the purchase order agreement” or “electronically evaluating whether the seller has complied with the seller’s obligations as defined by the purchase order agreement.” The Conklin system is only directed to the mutual agreement between parties on the underlying electronic contract and not with the fulfillment of the agreement.

In support of the present rejection, the Examiner cites to Figs. 15c through 19. Applicants respectfully disagree and submit that these figures (and their limited accompanying disclosure) fail to teach the above-noted limitations. Initially, many of these figures are not described within the specification, but the limited acknowledgement of these figures consists of the Brief Description of the Drawings section. These figures illustrate the basic concept of the Conklin system electronically negotiating a contract, with the exemplary contract of the Figure using a non-electronic Letter of Credit. Fig. 15c illustrates an electronic representation of a physical Letter of Credit. Fig. 16 illustrates a proposed Letter of Credit from ABC, Inc. ready for either editing or approval. Figs. 17-19 are sample emails confirming the Letter of Credit approval process between these parties.

Figures 15c-19 illustrate the basic nature of the Conklin system, which is inconsistent with the claimed invention of a system for facilitating transaction in goods or services. Figs. 15c-19, as well as Conklin in general, fail to disclose electronic evidence relating to a seller’s performance, where this performance is in connection with obligations defined by the purchase order agreement. Figs. 15c-19, as well as Conklin in general, fail to teach the electronic evaluation of whether or not the seller has complied with the seller’s obligations, where those obligations are defined by the contract.

The Conklin system is a completely different system, which is a central online negotiation system allowing for and tracking multiple iterations of a negotiated contract. The Conklin system operates in a completely different manner, which is allowing parties to negotiate a contract on the central server. The Conklin system generates a completely different result, which is a centrally stored master contract and storage of the iterations of that contract.

Therefore, Applicants respectfully submit the rejection is improper and should be withdrawn. In the alternative, Applicants request further clarification and explicit showing of where Conklin discloses the above-noted limitations.

Regarding claims 2-3, 5-13, 16 and 21, these claims depend from independent claims 1, 4, 15 and 20, respectively, and recite further patentable subject matter in view thereof. Therefore, for at least the reasons stated above as to claims 1, 4, 15 and 20, claims 2-3, 5-13, 16 and 21 are also patentable.

CONCLUSION

In light of the foregoing, Applicants respectfully submit that all of the pending claims 1-23 are in condition for allowance. It is therefore respectfully requested that the rejections be withdrawn. Prompt reconsideration and allowance of the present application are therefore respectfully requested.

Respectfully submitted,

KENYON & KENYON LLP

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By: 

Timothy J. Bechen
Reg. No. 48,126

KENYON & KENYON LLP
One Broadway
New York, New York 10004
(212)425-7200
CUSTOMER NO. 26646